



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

JAMES P. MCHINA, C.E.O., JCN TRADING  
AND LEASING INC. PROSE. ETAL.  
PLAINTIFF

DOCKET NO. 5:22-CV-00427

- AGAINST -

CITIZENS BANK, N.A. ETAL.

RESPONDENTS/DEFENDANTS.

RE: DECISION AND ORDER OF  
SENIOR JUDGE GARY L. SHARPE  
DATED 5-11-2022.

THE ISSUE BEING PRESENTED  
BEFORE JUDGE GARY L. SHARPE  
WAS DISMISSED BEFORE THIS COURT  
BECAUSE OF THE FOLLOWING  
REASONS THAT WERE COMPLETELY  
IRRELEVANT TO THIS CIVIL CASE.

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1. IT IS A FACT THAT CORPORATIONS CAN BE SUED PURSUANT TO CIVIL RIGHTS AND CONSTITUTIONAL RIGHTS VIOLATION OF PLAINTIFFS.
2. IT IS A FACT THAT; PLAINTIFFS' CIVIL CASE IS NOT Moot AS SENIOR JUDGE INDICATED IN HIS DECISION OF MAY 11, 2022 BECAUSE OF THE FOLLOWING REASONS:-
3. IT IS A FACT THAT; PLAINTIFF CAN SUE DEFENDANTS CORPORATIONS JUST AS BOYKIN SUE KEY CORP AND ITS SUBSIDIARY KEY BANK, N.A.
4. IT IS A FACT THAT, THE WESTERN DISTRICT COURT OF NEW YORK MADE A RULING TO DISMISS BOYKIN CASE, WAS IN ERROR BECAUSE BOYKIN TOOK AN APPEAL TO THE SECOND CIRCUIT. CIVIL CASE CITE BOYKIN V. KEY CORP. 1521 F.3d 202 (2008) COURT OF APPEALS SECOND CIRCUIT

5. IT IS A FACT THAT; THE BOYKIN CASE AGAINST KEY CORP AND KEY BANK, N.A. SUPRA, WAS THOROUGHLY REVIEWED BY COURT OF APPEALS JUDGES AND ONE OF THEM IS JUDGE SOTOMAYOR WHO IS NOW U.S. SUPREME COURT JUSTICE AND THE SECOND CIRCUIT JUDGES REVERSED THE DISTRICT COURT DECISION AND BOYKIN DID WIN HER CIVIL CASE AGAINST CORPORATIONS THAT VIOLATED HER CIVIL RIGHTS, AND CONSTITUTIONAL RIGHTS.

6. IT IS A FACT THAT, BOYKIN CASE WHEN IT WAS DISMISSED IN THE DISTRICT COURT, IT BECAME MOOT. HOWEVER, BOYKIN APPEALED HER CASE TO THE SECOND CIRCUIT THAT REVIEWED THE WHOLE CASE AND FOUND THAT THE DISTRICT COURT JUDGE MADE ERRORS TO DISMISS, AND HER ISSUES ARE NOT MOOT AS THIS COURT MAKE IT TO BE. SHE PREVAILED IN HER CASE AND CORPORATIONS LOST.

7. CONSPIRACY TO VIOLATE PLAINTIFFS  
CIVIL AND CONSTITUTIONAL RIGHTS.

8. IT IS A FACT THAT; THE DEFENDANTS  
BROUGHT UNFOUNDED CRIMINAL BOGUS  
CHARGES AGAINST PLAINTIFF FOR THE SOLE  
PURPOSE OF HIDING THE BREACH OF FIDUCIARY  
DUTY, BREACH OF CONTRACT, UNJUST  
ENRICHMENT, BY TRANSFERRING PLAINTIFFS  
PROPERTY TO SOME ONE ELSE WITHIN  
PLAINTIFFS SAY SO, BECAUSE HE WAS  
INCARCERATED BEHIND THE CONSPIRACY.

JUDGE GARY SHARPE DID NOT  
MAKE A RULING ON BREACH OF  
FIDUCIARY DUTY BECAUSE HE REFERRED  
THIS ISSUE AS A STATE COURTS ISSUE  
AND YET, THE DIVERSITY OF DEFENDANTS  
MAKE IT IMPOSSIBLE FOR THE STATE COURTS  
TO PROSECUTE THIS CIVIL CASE. THEY HAVE  
NO JURISDICTION ON THIS CASE. SEE  
MALMSTEEN V. BERNAN, 1 P. 369 F.E.D. APPX  
248 (C.A. 2d CIRCUIT, N.Y. 2010).



~~JUDGE SHARPE SKIPPED FROM  
MAKING A DECISION & REVIEW.~~

9 IT IS A FACT THAT; JUDGE GARY SHARPE CANNOT DECLARE THIS CASE AS BEING MOOT, MEAN WHILE HE SKIPPED MAKING A DECISION AND RULING ON THIS ISSUE THAT HE THOUGHT OR BELIEVED IT WAS A STATE COURT CASE. THAT WAS ERROR TAGN, HE CANNOT MAKE THIS ERROR AGAIN. THIS FIDUCIARY ISSUE, WAS NOT PROSECUTED IN THIS COURT. JUDGE SHARPE SKIPPED THIS ISSUE. IT IS A FACT THAT; BY REMOVING PLAINTIFF FROM FREE WORLD AND IMPRISONING HIM FOR MORE THAN 10 YEARS, MADE IT EASIER FOR DEFENDANTS BANKS TO CONTROL PLAINTIFFS' COMMODITY TRADING BUSINESS, PROPERTY.

10 IT IS A FACT THAT; DEFENDANTS COMMITTED UNJUST ENRICHMENT WITHOUT PLAINTIFFS' SUPERVISION. AS IN THE CASE OF MALMSTEEN VS. BERSON, L.P., 364 F.3d. APPX 248 (C.A. 2d CIRCUIT NEW YORK 2010).

6.

UNLAWFUL DIVERSION OF PLAINTIFFS  
PROPERTY WHILE IN PRISON DOING TIME  
WITHOUT HIS PERMISSION.

11. IT IS A FACT THAT; DEFENDANT'S COMMITTED  
TRICK AND CONSPIRACY AGAINST PLAINTIFFS  
IN ORDER TO COMMIT DIVERSION ON  
PLAINTIFFS' PROPERTY, WITHOUT HIS PERMISSION.

12. IT IS A FACT THAT, THREE BANKS EACH WITH  
235, VERY EXPENSIVE IRREVOCABLE LETTERS  
OF CREDIT, FOR THE TOTAL OF 705 LETTERS  
OF CREDIT.

13. IT IS A FACT THAT, EACH DEFENDANT BANKS  
RECEIVED U.S. \$100<sup>00</sup> BILLIONS CASH AS DOWN  
PAYMENT FOR 235 FOR EACH DEFENDANT  
BANK FOR A TOTAL OF US \$300<sup>00</sup> BILLIONS.  
AND TOTAL WORTH U.S. \$800<sup>00</sup> BILLIONS.  
INCLUDING U.S. \$500<sup>00</sup> BILLIONS FROM THE  
SALE OF IRREVOCABLE 20 YEARS GUARANTEED  
LETTERS OF CREDIT.

THEY PARTICIPATED WITH FIDUCIARY  
IN BREACHING FIDUCIARY TRUST

14

IT IS A FACT THAT, THE NON BANKING  
ATTENDED PARTIES OF DEFENDANTS,  
PARTICIPATED WITH FIDUCIARY IN  
BREACHING FIDUCIARY LEGAL TRUST,  
LEGAL DUTY OWED PLAINTIFFS.

15

IT IS A FACT THAT, THE LAW ON  
BREACH OF FIDUCIARY DUTY/TRUST  
SPECIFICALLY SAYS THAT; ONE WHO  
KNOWINGLY PARTICIPATES WITH FIDUCIARY  
IN BREACHING OF FIDUCIARY DUTY/TRUST,  
IS ACCOUNTABLE AND LIABLE FOR ALL THE  
DAMAGES DONE UPON PLAINTIFFS.

SEE: WHITNEY V. CITIBANK 782 F.2d  
1106 (C.A. 2d, N.Y. 1986); ADVANCE  
MARINE TECHNOLOGIES INC. V. BURKHAM  
SECURITIES INC. 16 F. SUPP. 2d 375  
(S.D. N.Y. 1998); WHITNEY V. CITIBANK,  
782 F.2d 1106 (C.A. 2d N.Y. 1986).



16. IT IS A FACT THAT, UNDER NEW YORK LAW, IN APPROPRIATE CASES OF BREACH OF FIDUCIARY DUTY OR BREACH OF CONTRACT, NEW YORK LAW GRANTS LOST PROFITS AS AN ELEMENT OF DAMAGES AS IN JOHN FIFTH AVENUE V. FRELING & REUS CO. 408 F. SUPP. 1197.

### DAMAGES.

17. IT IS A FACT THAT, UNDER NEW YORK LAW, PROPER MEASURE OF DAMAGES IS AMOUNT NECESSARY TO PUT PLAINTIFFS IN GOOD A POSITION AS HE WOULD HAVE BEEN IF DEFENDANT HAS ABIDED BY THE FIDUCIARY DUTY OR CONTRACT. AWARD CAN INCLUDE LOST PROFITS EVEN IF BREACH OCCURRED BEFORE PROFITS WERE REALIZED. SEE CONTEMPORARY MISSION INC. V. BROADWAY MAILINGS INC. →→→

17 671 F.2d 81, ALSO MERITE V. VALASSIS,  
12 F.3d 373.

### PRAYER FOR RELIEF:

WHEREFORE PLAINTIFFS SEEK  
AND REQUEST THIS COURT GRANT  
THE FOLLOWING RELIEF:

IT IS A FACT THAT PLAINTIFFS SEEK  
MONETARY DAMAGES FOR THE 235  
VERY VALUABLE EXPENSIVE 20 YEARS  
GUARANTEED AND U.S. \$100<sup>00</sup> BILLIONS  
AS A DOWN PAYMENT FOR THE 235  
EXPENSIVE 20 YEARS GUARANTEES, FOR  
EACH BANK, FOR THE TOTAL OF U.S. \$  
300<sup>00</sup> AS DOWN PAYMENT. PLUS, THE WORTH  
OF 705 GUARANTEED FOR 20 YEARS LETTERS  
OF CREDIT. U.S. \$500<sup>00</sup> BILLIONS. FOR  
A TOTAL OF U.S. \$800<sup>00</sup> BILLIONS. + OTHER  
DAMAGES.

PREPARED AND PRESENTED BY:

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